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9
10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF PIMA**

12 STATE OF ARIZONA, Attorney General,

13 Plaintiff

14 vs.

15 Black Weapons Armory, L.L.C., an Arizona
16 Limited Liability Company; John Thomas
16 Rompel Jr. a.k.a Tom Rompel Jr., individually;
17 John Thomas Rompel Jr. and Jane Doe
18 Rompel 1, as a marital community,

19 Defendants.

No. C _____

**COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF**

Unclassified Civil

20 Plaintiff, the State of Arizona *ex rel.* Mark Brnovich, the Attorney General, alleges the
21 following:

22 **JURISDICTION AND VENUE**

23 1. The State of Arizona brings this action pursuant to the Arizona Consumer Fraud
24 Act, A.R.S. §§ 44-1521 through 44-1534, to obtain restitution, declaratory and injunctive
25 relief, civil penalties, disgorgement, attorneys' fees and costs, investigative expenses and other
26 relief to prevent the unlawful acts and practices alleged in this Complaint and to remedy the
27 consequences of such unlawful practices.

28 2. Venue is proper in Pima County, Arizona.

3. The Superior Court has jurisdiction to enter appropriate orders, both prior to and following a determination of liability, pursuant to A.R.S. § 44-1528.

PARTIES

4. Plaintiff is the State of Arizona, *ex rel.* Mark Brnovich, who is authorized to bring this action under the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 through 44-1534.

5. Defendant Black Weapons Armory, L.L.C. (hereinafter, “Black Weapons Armory,” or “BWA”) is an Arizona limited liability company formed on or about August 15, 2007.

6. BWA operated a storefront located at 5645 E. Broadway Boulevard, Tucson, Arizona 85711, which BWA used as its principle place of business.

7. Upon Information and Belief, Defendant John Thomas Rompel Jr., individually, (hereinafter, "Tom Rompel," or "Rompel") is a resident of Pima County, Arizona.

8. Defendant Rompel is the sole owner, member, and manager of BWA.

9. Defendant Jane Doe Rompel 1 is named in the event that Defendant Rompel is married and community property exists against which the State can obtain monetary relief in this matter.

10. If the State learns the true identity of Jane Doe Rompel 1, it will move to amend its Complaint accordingly.

11. Whenever in this Complaint reference is made to an act of a Defendant, such reference shall be deemed to mean the personal acts of each Defendant or the acts of the Defendants' owners, officers, shareholders, directors, employees, agents, or other representatives, acting under the discretion and/or supervision of Defendants Rompel and/or BWA.

ALLEGATIONS

12. The State re-alleges all preceding paragraphs as though fully set forth herein.

1 13. Defendant BWA operated a retail outlet for the sale, lease, or transfer of
2 firearms,¹ firearm parts, auxiliary firearm products, or tactical gear (collectively, "Firearm
3 Products").

4 14. The storefront in Tucson, located at 5645 E. Broadway, Tucson, AZ 85711, shut
5 down on or about January 28, 2015.

6 15. BWA, the entity, remains in good standing with the Arizona Corporation
7 Commission (hereinafter, "ACC"), according to the ACC's website as of the date of filing of
8 this Complaint.

9 16. Approximately fifteen (15) consumers filed consumer complaints with the
10 Office of the Arizona Attorney General (hereinafter, "AGO").

11 17. Of these fifteen complaints, fourteen (14) consumers submitted their complaints
12 to the AGO after Defendants' store closure in January 2015, but the consumer complaints
13 submitted describe transactions for Firearm Products dating back from April 2013, to the
14 present time.

15 18. Consumers who filed complaints with the AGO report having suffered loss of
16 money paid, in part or in full, to Defendants BWA and Rompel (collectively, "Defendants,")
17 for Firearm Products in the aggregate amount of \$14,125.67 as of the date of filing this
18 Complaint.²

19 19. After consumers paid Defendants for Firearm Products, Defendants did not
20 provide consumers the Firearm Products for which consumers paid.

21 20. Examples of Defendants receiving payment for Firearm Products that they never
22 delivered to consumers include, without limitation:

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25 ¹Federal Firearms Licensees (hereinafter, "FFL") such as Defendants, who are licensed with the Bureau
26 of Alcohol, Tobacco, Firearms, and Explosives (hereinafter, "ATF"), may offer the service of receiving a
27 firearm that is being transferred into or within its state, conducting a background check on the ultimate
28 recipient of the firearm, and then transferring the firearm to that recipient if it is lawful to do so. 18
U.S.C. § 922(a)(1)(A); and 26 U.S.C § 5801.

²This figure only represents the amount of loss reported by consumers who filed complaints with the
AGO as of the filing of this Complaint. Because more consumers may have suffered loss than those
who filed complaints with the AGO to date, this figure may increase as the AGO becomes aware of
further consumer victims.

- 1 a. On or about December 4, 2014, consumer H.B. paid Defendants \$1,756.63
2 for the purchase of a Daniel Defense DDM4 V7 Rifle.
3 b. Defendants never delivered the Daniel Defense DDM4 V7 Rifle to H.B.
4 c. On or about February 28, 2014, consumer S.C. paid Defendants \$1,432.33
5 for the purchase of a Remington Shotgun PT#82790.
6 d. Defendants never delivered the Remington Shotgun PT#82790 to S.C.
7 e. Upon information and belief, Defendants did not give H.B. and S.C. refunds
8 of payments referenced above.
- 9 21. When Defendants failed to deliver the Firearm Product for which consumers
10 paid, in full or in part, many consumers demanded a refund from Defendants.
- 11 22. Defendants refused or failed to honor consumers' requests for a refund of
12 monies paid to Defendants for such Firearm Products that Defendants never delivered to
13 consumers.
- 14 23. Examples of Defendants refusing or failing to honor requests for refunds to
15 consumers who paid for Firearm Products that Defendants never delivered to consumers
16 includes, without limitation:
- 17 a. On or about August 13, 2014, consumer K.J. paid Defendants \$400.00 as a
18 down payment for the purchase of a rifle.
19 b. Defendants never delivered the rifle to K.J. and did not give K.J. a refund.
20 c. On or about August 4, 2014, consumer M.H. paid Defendants \$328.52, using
21 his debit card, for the purchase of firearm parts.
22 d. Defendants never delivered the firearm parts and, in or about November
23 2014, M.H. requested that Defendants credit the \$328.52 toward the
24 purchase of a .22 caliber pistol to which Defendants agreed.
25 e. Defendants never delivered the .22 caliber pistol to M.H. and did not give
26 M.H. a refund of the \$328.52.
27 f. In response to the consumer complaint M.H. filed with the AGO, Defendants
28 advised that M.H., should "file a charge-back dispute with his credit card

1 company first. If this is not successful, [Defendants] are willing to
2 compensate [M.H.] if possible, however we are unable to financially at this
3 present time.”

4 24. Defendants also misrepresented to consumers either that Defendants had ordered
5 Firearm Products for which consumers paid when Defendants had not placed the order, or that
6 the delay in delivery of the Firearm Product was due to manufacturer delay when no such
7 manufacturer delay existed.

8 25. Some consumers contacted the manufacturer of the Firearm Product to verify
9 Defendants’ representation that Defendants placed their order whereupon the consumer learned
10 that Defendants had not placed an order on behalf of the consumer for the Firearm Product; an
11 example of this conduct includes, without limitation:

- 12 a. In or about October 2014, consumer J.H. paid Defendants a down payment
13 of \$350.00 toward the purchase of Firearm Products.
- 14 b. After months of voicemail and email messages to Defendants inquiring
15 about the status of J.H.’s order went unanswered, J.H. contacted the
16 manufacturer of the Firearm Products and found no evidence that
17 Defendants had ever placed an order with the manufacturer.

18 26. Some consumers verified, as false, Defendants’ representation that delay in
19 delivery was due to manufacturer delay; examples of this conduct include, without limitation:

- 20 a. On or about September 2, 2014, consumer M.S. paid Defendants \$1,876.95
21 for the purchase of Firearm Products that included a trigger, a scope, and
22 other parts to assemble a firearm.
- 23 b. After months of contacting Defendants regarding the status of the delivery of
24 the Firearm Products, Defendants told M.S. that some parts had arrived but
25 that there was a manufacturer delay in shipping M.S.’s scope and trigger.
- 26 c. Defendants also told M.S. that they would mail the entire order to M.S.
27 when the missing parts of the order arrived from the manufacturer.
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1 d. M.S. verified that the manufacturer sent all Firearm Product parts ordered –
2 including the scope and trigger – to Defendants.

3 e. M.S. did not receive the purchased Firearm Products from Defendants or a
4 refund.

5 27. As the sole member/manager of BWA, Defendant Rompel, with actual and/or
6 constructive knowledge, approved, endorsed, directed, ratified, controlled, or otherwise
7 participated in the illegal acts and practices alleged herein.

8 28. At all times material and relevant to this Complaint, Defendant Rompel was
9 acting for, on behalf of, and in concert with Defendant BWA – Defendant Rompel's alter ego.

10 29. Defendant Rompel, individually, violated the Arizona Consumer Fraud Act,
11 A.R.S. §§ 44-1521 through 44-1534 with respect to the acts and business practices alleged
12 herein.

13 30. Defendant BWA violated the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521
14 through 44-1534.

15 31. Defendants' violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521
16 through 44-1534, occurred between April, 2013, through on or about January, 2015.

17 MARITAL COMMUNITY

18 32. If Defendant Rompel was married at the time the alleged actions occurred, his
19 actions benefited his marital community, were intended to benefit their marital community,
20 and/or each spouse consented to or ratified the other spouse's conduct.

21 **VIOLATIONS OF THE CONSUMER FRAUD ACT**

22 **A. FIRST CLAIM FOR RELIEF**

23 1. The State re-alleges all preceding paragraphs as though fully set forth herein.

24 2. Defendants, in connection with the sale of merchandise, used or employed
25 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,
26 misrepresentations or concealment, suppression or omission of material fact with the intent that
27
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1 others rely on such concealment and/or suppression or omission, in violation of A.R.S. § 44-
2 1522(A).³

3 3. These acts include, but are not limited to:

4 a. Charging, collecting and/or receiving upfront payments, in part or in full, from
5 consumers for the purchase of Firearm Products that Defendants did not deliver
6 to consumers.

7 b. Defendants' refusal or failure to honor consumers' requests for refunds of
8 monies paid to Defendants for Firearm Products that Defendants never delivered
9 to consumers.

10 c. Defendants' misrepresentation to consumers that Defendants had ordered
11 Firearm Products for which consumers paid, in part or in full, when Defendants
12 had not placed the consumers' order for Firearm Products with the
13 manufacturer.

14 d. Defendants' misrepresentation to consumers that the delay in delivery of
15 Firearm Products was due to manufacturer delay when no such manufacturer
16 delay existed.

17 4. Defendants have engaged in a pattern and practice of misrepresentations and
18 deceptive conduct in the sale of merchandise to consumers.

19 **B. SECOND CLAIM FOR RELIEF**

20 1. The State re-alleges all preceding paragraphs as though fully set forth herein.

21 2. With regard to the foregoing violations, Defendants knew or should have known
22 that the above acts and practices violated A.R.S. § 44-1522 and those violations were,
23 therefore, willful within the meaning of A.R.S. § 44-1531(A).⁴

24 _____
25 ³ A violation of the Consumer Fraud Act means "[t]he act, use or employment by any person of any
26 deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or
27 concealment, suppression or omission of any material fact with intent that others rely on such
28 concealment, suppression or omission, in connection with the sale or advertisement of any merchandise
whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an
unlawful practice." A.R.S. § 44-1522(A).

⁴ "[A] willful violation occurs when the party committing the violation knew or should have known that
his conduct was of the nature prohibited by § 44-1522." A.R.S. § 44-1531(B).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, the State respectfully requests that the Court:

3 A. Prohibit Defendants from violating A.R.S. § 44-1522, as it is currently written or
4 may be amended in the future.

5 B. Prohibit Defendants from owning or operating any business requiring licensure
6 by ATF in, into, or from the State of Arizona, including – without limitation – the sales of
7 Firearm Products.

8 C. Permanently enjoin and restrain Defendants from engaging in the course of
9 conduct alleged herein as a violation of A.R.S. § 44-1522. Such conduct includes, but is not
10 limited to, accepting money from consumers for the purchase of Firearm Products for which
11 Defendants neither delivered the purchased Firearm Products nor honored consumers' requests
12 for a refund in lieu of delivery of purchased Firearm Products.

13 D. Order Defendants to restore to all persons any money or property that was
14 acquired by means of any practice alleged herein to be a violation of A.R.S. §§ 44-1521
15 through 44-1534, and such additional amounts as may be deemed proper by the Court pursuant
16 to A.R.S. § 44-1528(A)(2) and/or A.R.S. § 44-1531.02.

17 E. Order Defendants to pay to the State of Arizona a civil penalty of up to ten
18 thousand dollars (\$10,000.00) for each violation of the Consumer Fraud Act pursuant to A.R.S.
19 § 44-1531.

20 F. Order Defendants to reimburse the Attorney General for the costs of
21 investigation and reasonable attorneys' fees pursuant to A.R.S. § 44-1534.

22 G. Order Defendants to pay to the State of Arizona any profits, gain, gross receipts
23 or other benefit obtained by means of an unlawful practice pursuant to A.R.S. § 44-1528(A)(3).

24 H. Order such other and further relief as the Court deems proper.

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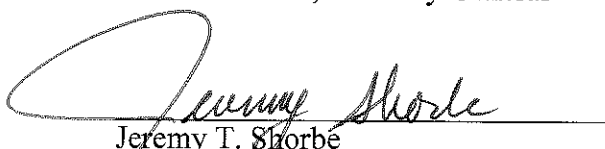
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DATED this 6th day of January, 2016.

Mark Brnovich, Attorney General



Jeremy T. Shorbe
Assistant Attorney General
Attorneys for Plaintiff

Original of the foregoing filed
this 6th day of January, 2016 with:

Pima County Superior Court
110 W. Congress St.
Tucson, AZ 85701-1348

Copy of the foregoing mailed via First Class Mail
this 6th day of January, 2016 to:

Black Weapons Armory, L.L.C.
c/o Statutory Agent: John Thomas Rompel Jr.
1999 N. Frances Blvd.,
Tucson, AZ 85712

Black Weapons Armory, L.L.C.
c/o John Thomas Rompel Jr.
P.O. Box 13953
Tucson, AZ 85732-3953